

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE TRAVELERS INDEMNITY COMPANY,
successor in interest by merger to
GULF INSURANCE COMPANY,

Case No.: 07-CV-4032 (NRB)

Plaintiff,

ANSWER

- against -

MODERN INDUSTRIES, INC.,
RONEN KOZOKHAR (a/k/a RONEN
KOZOHAR) and ALLA KRASNER,

Trial by Jury of all
issues is hereby demanded

Defendants.

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Defendant, RONEN KOZOKHAR, by his attorney, MICHAEL T.
SUCHER, ESQ., as and for his Answer to the Complaint herein,
alleges as follows:

1. Denies each and every allegation as contained in
paragraphs 3, 13, 28 and 29 of Plaintiff's Complaint.

2. Denies knowledge or information sufficient to form
a belief as to truth or falsity as to each and every
allegation as contained in paragraphs 1, 2, 4, 5, 6, 9, 10,
11, 12, 15, 16, 18, 19, 20, 22, 23, 24, 25 and 27 of
Plaintiff's Complaint.

3. Denies each and every allegation as contained in
paragraphs 8 of Plaintiff's Complaint except admits that on
or about May 14, 2002, answering defendant signed a Paper
labeled a General Agreement of Indemnity, the meaning, effect
and interpretation of which is left to the trial court to
determine.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

4. Plaintiff has failed to state a claim upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

5. The Indemnity Agreement was unenforceable as it was incomplete when signed, and did not and could not therefore form a true meeting of the minds between the parties.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

6. The Indemnity Agreement was unenforceable as it was silent as to material terms, such that no meeting of the minds as to such terms could have taken place.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

7. The Indemnity Agreement is unenforceable as the "schedule of rates" referred to by therein is a material part thereof, never provided to answering defendant before he executed the same.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

8. The Indemnity Agreement is void and unenforceable under the doctrine of unconscionability.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

9. The Indemnity Agreement is unenforceable as Plaintiff failed to perform the acts and meet the obligations required by its terms.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

10. The Indemnity Agreement is unenforceable as Plaintiff's own acts and omissions caused or contributed to the liabilities it paid out and will pay out as surety on the bond(s) covered by the Indemnity Agreement.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

11. Answering Defendant withdrew from his involvement with Co-Defendant, MODERN INDUSTRIES, INC. to the knowledge of Plaintiff, and thus terminated his liability under the Indemnity Agreement.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

12. To the extent necessary, Answering Defendant hereby revokes any continuing guarantee under the Indemnity Agreement.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

13. The Surety extended credit to Co-Defendant, MODERN INDUSTRIES, INC., without notice to Answering Defendant, thus discharging Answering Defendant from liability herein.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

14. The Surety compromised and/or settled its obligations under one or more of the subject bonds in an unreasonable manner and without notice to Answering Defendant, thus discharging Answering Defendant from liability herein.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

15. By its acts and omissions, Plaintiff has waived any right to recover as against Answering Defendant.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

16. By its acts and omissions, Plaintiff is and should be estopped from recovering as against Answering Defendant.

WHEREFORE, Defendant, RONEN KOZOKHAR demands judgment dismissing Plaintiff's complaint and for his costs and disbursements in the Action.

Dated: Brooklyn, New York
July 31, 2007



s/ Michael T Sucher, Esq.
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